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| In re:<br><br><b>DEPIAZZA, Jr. Frank Anthony &amp;<br/>VANOOSTEN, Kara Abbot</b><br><br>Debtors | Case No. 17-12597<br><br>CHAPTER 13 PLAN<br><br>____Original <u> X </u> FIRST Amended (revised)<br><br>Dated: <u>September 19, 2017</u> |
|---|---|

|         |  |
|---------|--|
| _____   | a below median income debtor with a 36 month applicable commitment period  |
| X _____ | an above median income debtor with a 60 month applicable commitment period |

No later than 30 days after the filing of the plan or the order for relief, whichever date is earlier, the debtor will commence making payments to the Trustee as follows:

A. AMOUNT: \$3,250.00

**B. FREQUENCY (check one):**

X Monthly

Twice per month

Every two weeks

Weekly

C. TAX REFUNDS: Debtor (check one):      COMMITS; X DOES NOT COMMIT; all tax refunds to funding the plan. Committed refunds shall be paid in addition to the plan payment stated above. If no selection is made, tax refunds are committed.

**D. PAYMENTS:** Plan payments shall be deducted from the debtor's wages unless otherwise agreed to by the Trustee or ordered by the Court.

E. OTHER: Plan payments shall increase to \$4,650/month starting in August 2018.

The plan's length shall not be less than the debtor's applicable commitment period as defined under 11 U.S.C. §§ 1322(d) and 1325(b)(4) unless the plan either provides for payment in full of allowed unsecured claims over a shorter period or is modified post-confirmation. A below median debtor's plan length shall automatically be extended to 60 months after the first payment is due if necessary to complete the plan.

Upon confirmation, the Trustee shall disburse funds received in the following order and creditors shall apply them accordingly, PROVIDED THAT disbursements for domestic support obligations and federal taxes shall be applied according to applicable non-bankruptcy law:

## A. ADMINISTRATIVE EXPENSES:

1. Trustee. The percentage set pursuant to 28 USC §586(e).

2. Other administrative expenses. As allowed pursuant to 11 USC §§ 507(a)(2) or 707(b).

3. Attorney's Fees: Pre-confirmation attorney fees and/or costs and expenses are estimated to be \$4,500.00. \$1,260.00 was paid prior to filing. To the extent pre-confirmation fees and/or costs exceed \$3,500, an appropriate application, including a complete breakdown of time and costs, shall be filed with the Court within 21 days after confirmation. Approved attorney compensation shall be paid as follows (check one):

a. Prior to all creditors;

b.            Monthly payments of \$            ;

c. \_\_\_\_\_ All remaining funds available after designated monthly payments to the following creditors: \_\_\_\_\_.

d. X Other: See paragraph XII(b).

If no selection is made, fees will be paid after monthly payments specified in Sections IV.B and IV.C.

B. CURRENT DOMESTIC SUPPORT OBLIGATION: Payments to creditors whose claims are filed and allowed pursuant to 11 USC § 502(a) or court order as follows (if left blank, no payments shall be made by the Trustee):

| <u>Creditor</u> | <u>Monthly amount</u> |
|-----------------|-----------------------|
| _____           | \$ _____              |
| _____           | \$ _____              |

C. SECURED CLAIMS: Payments will be made to creditors whose claims are filed and allowed pursuant to 11 USC § 502(a) or court order, as stated below. Unless ranked otherwise, payments to creditors will be disbursed at the same level. Secured creditors shall retain their liens until the payment of the underlying debt, determined under nonbankruptcy law, or discharge under 11 USC § 1328, as appropriate. Secured creditors, other than creditors holding long term obligations secured only by a security interest in real property that is the debtor's principal residence, will be paid the principal amount of their claim or the value of their collateral, whichever is less, plus per annum un compounded interest on that amount from the petition filing date.

Interest rate and monthly payment in the plan control unless a creditor timely files an objection to confirmation. If a creditor timely files a proof of claim for an interest rate lower than that proposed in the plan, the claim shall be paid at the lower rate. Value of collateral stated in the proof of claim controls unless otherwise ordered following timely objection to claim. The unsecured portion of any claim shall be paid as a nonpriority unsecured claim unless entitled to priority by law.

**Only creditors holding allowed secured claims specified below will receive payment from the Trustee.** If the interest rate is left blank, the applicable interest rate shall be 12%. If overall plan payments are sufficient, the Trustee may increase or decrease post-petition installments for ongoing mortgage payments, homeowner's dues and/or real property tax holding accounts based on changes in interest rates, escrow amounts, dues and/or property taxes.

1. Continuing Payments on Claims Secured Only by Security Interest in Debtor's Principal Residence and Non-Escrowed Postpetition Property Tax Holding Account (Interest included in payments at contract rate, if applicable):

| <u>Rank</u> | <u>Creditor</u> | <u>Nature of Debt</u> | <u>Property</u> | <u>Monthly Payment</u> |
|-------------|-----------------|-----------------------|-----------------|------------------------|
| 1           | Seterus         | 1st Mortgage          | Residence       | \$1,859.16             |
| 1           | Bayview         | 2nd Mortgage          | Residence       | \$ 708.14              |
| _____       | _____           | _____                 | _____           | \$ _____               |
| _____       | _____           | _____                 | _____           | \$ _____               |

2. Continuing Payments and Non-Escrowed Postpetition Property Tax Holding Account on Claims Secured by Other Real Property (Per annum interest as set forth below):

| <u>Rank</u> | <u>Creditor</u> | <u>Nature of Debt</u> | <u>Property</u> | <u>Monthly Payment</u> | <u>Rate</u> |
|-------------|-----------------|-----------------------|-----------------|------------------------|-------------|
| _____       | _____           | _____                 | _____           | _____                  | _____%      |
| _____       | _____           | _____                 | _____           | _____                  | _____%      |
| _____       | _____           | _____                 | _____           | _____                  | _____%      |
| _____       | _____           | _____                 | _____           | _____                  | _____%      |

3. Cure Payments on Mortgage/Deed of Trust/Property Tax/Homeowner's Dues Arrearage

| <u>Rank</u> | <u>Periodic Payment</u> | <u>Creditor</u> | <u>Property</u> | <u>Arrears to be Cured</u> | <u>Interest Rate</u> |
|-------------|-------------------------|-----------------|-----------------|----------------------------|----------------------|
| 2           | \$100.00                | Seterus         | Residence       | \$23,958.85                | 0 %                  |
| 2           | \$ 40.00                | Bayview         | Residence       | \$ 5,112.00                | 0 %                  |
| _____       | \$ _____                | _____           | _____           | \$ _____                   | _____%               |
| _____       | \$ _____                | _____           | _____           | \$ _____                   | _____%               |

\* See paragraph XII(d) for additional terms re: periodic payments.

4. Payments on Claims Secured by Personal Property:

a. **910 Collateral.**

The Trustee shall pay the contract balance as stated in the allowed proof of claim for a purchase-money security interest in any motor vehicle acquired for the personal use of the debtor(s) **within 910 days** preceding the filing date of the petition or in other personal property acquired within **one year** preceding the filing date of the petition as follows. Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee as specified upon the creditor filing a proof of claim. If no amount is specified, the Trustee shall pay the amount stated as the "Equal Periodic Payment".

| <u>Rank</u> | <u>Equal Periodic Payment</u> | <u>Creditor</u> | <u>Description of Collateral Payment</u> | <u>Pre-Confirmation Adequate Protection Payment</u> | <u>Interest Rate</u> |
|-------------|-------------------------------|-----------------|--|---|----------------------|
| _____       | \$ _____                      | _____           | _____                                    | \$ _____  | _____%               |
| _____       | \$ _____                      | _____           | _____                                    | \$ _____  | _____%               |
| _____       | \$ _____                      | _____           | _____                                    | \$ _____  | _____%               |
| _____       | \$ _____                      | _____           | _____                                    | \$ _____  | _____%               |

b. **Non-910 Collateral.**

The Trustee shall pay the value of collateral stated in the proof of claim, unless otherwise ordered following timely objection to the claim, for a purchase-money security interest in personal property which is non-910 collateral. Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee as specified upon the creditor filing a proof of claim. If no amount is specified, the Trustee shall pay the amount stated as the "Equal Periodic Payment".

| <u>Rank</u> | <u>Equal Periodic Payment</u> | <u>Creditor</u> | <u>Debtor(s) Value of Collateral</u> | <u>Description of Adeq. Collateral</u> | <u>Pre-Confirmation Protection Payment</u> | <u>Interest Rate</u> |
|-------------|-------------------------------|-----------------|--------------------------------------|--|--|----------------------|
| _____       | \$ _____                      | _____           | \$ _____                             | _____                                  | \$ _____                                   | _____%               |
| _____       | \$ _____                      | _____           | \$ _____                             | _____                                  | \$ _____                                   | _____%               |
| _____       | \$ _____                      | _____           | \$ _____                             | _____                                  | \$ _____                                   | _____%               |
| _____       | \$ _____                      | _____           | \$ _____                             | _____                                  | \$ _____                                   | _____%               |

D. PRIORITY CLAIMS: Payment in full, on a pro rata basis, of filed and allowed claims entitled to priority in the order stated in 11 USC § 507(a).

E. NONPRIORITY UNSECURED CLAIMS: From the balance remaining after the above payments, the Trustee shall pay filed and allowed nonpriority unsecured claims as follows:

1. Specially Classified Nonpriority Unsecured Claims. The Trustee shall pay the following claims prior to other nonpriority unsecured claims as follows:

| <u>Rank</u> | <u>Creditor</u> | <u>Amount of Claim</u> | <u>Percentage To be Paid</u> | <u>Reason for Special Classification</u> |
|-------------|-----------------|------------------------|------------------------------|--|
| _____       | _____           | \$ _____               | _____%                       | _____                                    |
| _____       | _____           | \$ _____               | _____%                       | _____                                    |

2. Other Nonpriority Unsecured Claims (check one):

a. ☒ 100% paid to allowed nonpriority unsecured claims. **OR**

b. ☐ Debtor shall pay at least \$0.00 to allowed nonpriority unsecured claims over the term of the plan. Debtor estimates that such creditors will receive approximately 0% of their allowed claims.

**V. Secured Property Surrendered:**

The secured property described below will be surrendered to the following named creditors on confirmation. Upon confirmation, all creditors (including successors and assigns) to which the debtor is surrendering property pursuant to this section are granted relief from the automatic stay to enforce their security interest against the property including taking possession and sale.

**Creditor**

**Property to be Surrendered**

**VI. Executory Contracts and Leases:**

The debtor will assume or reject executory nonresidential contracts or unexpired leases as noted below. Assumption will be by separate motion and order, and any cure and/or continuing payments will be paid directly by the debtor under Section VII, unless otherwise specified in Section XII with language designating that payments will be made by the Trustee, the amount and frequency of the payments, the ranking level for such payments with regard to other creditors, the length of the term for continuing payments and the interest rate, if any, for cure payments. Any executory contract or unexpired lease not assumed pursuant to 11 USC § 365(d) is rejected. If rejected, the debtor shall surrender any collateral or leased property and any duly filed and allowed unsecured claim for damages shall be paid under Section IV.E.2.

**Contract/Lease****Assumed or Rejected****VII. Payments to be made by Debtor and not by the Trustee:**

The following claims shall be paid directly by the debtor according to the terms of the contract or support or withholding order, and shall receive no payments from the Trustee. (Payment stated shall not bind any party.)

A. DOMESTIC SUPPORT OBLIGATIONS: The claims of the following creditors owed domestic support obligations shall be paid directly by the debtor as follows:

| <b><u>Creditor</u></b> | <b><u>Current Monthly Support Obligation</u></b> | <b><u>Monthly Arrearage Payment</u></b> |
|------------------------|--|---|
| _____                  | \$ _____   | \$ _____                                |
| _____                  | \$ _____   | \$ _____                                |

B. OTHER DIRECT PAYMENTS:

| <b><u>Creditor</u></b> | <b><u>Nature of Debt</u></b> | <b><u>Amount of Claim</u></b> | <b><u>Monthly Payment</u></b> |
|------------------------|------------------------------|-------------------------------|-------------------------------|
| _____                  | _____                        | \$ _____                      | \$ _____                      |
| _____                  | _____                        | \$ _____                      | \$ _____                      |

**VIII. Property of the Estate**

Property of the estate is defined in 11 USC §§ 1306(a). Unless otherwise ordered by the Court, property of the estate in possession of the debtor on the petition date shall vest in the debtor upon confirmation. However, the debtor shall not lease, sell, encumber, transfer or otherwise dispose of any interest in real property or property without the Court's prior approval, except that the debtor may dispose of unencumbered personal property with a value of \$10,000.00 or less without the Court's approval. Property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) acquired by the debtor post-petition shall vest in the Trustee and be property of the estate. The debtor shall promptly notify the Trustee if the debtor becomes entitled to receive a distribution of money or other property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) whose value exceeds \$2,500.00, unless the plan elsewhere specifically provides for the debtor to retain the money or property.

**IX. Liquidation Analysis Pursuant to 11 USC § 1325(a)(4)**

The liquidation value of the estate is \$136,442.76. In order to obtain a discharge, the debtor must pay the liquidation value or the total of allowed priority and nonpriority unsecured claims, whichever is less. Under 11 USC §§ 1325(a)(4) and 726(a)(5), interest on allowed unsecured claims under Section IV.D and IV.E shall be paid at the rate of 1.0% per annum from the petition filing date (no interest shall be paid if left blank).

**X. Other Plan Provisions:**

- A. No funds shall be paid to nonpriority unsecured creditors until all secured, administrative and priority unsecured creditors are paid in full, provided that no claim shall be paid before it is due.
- B. Secured creditors shall not assess any late charges, provided payments from the plan to the secured creditor are current, subject to the creditor's rights under state law if the case is dismissed.
- C. The holder of a secured claim shall file and serve on the Trustee, debtor and debtor's counsel a notice itemizing all fees, expenses, or charges (1) that were incurred in connection with the claim after the bankruptcy case was filed, and (2) that the holder asserts are recoverable against the debtor or the debtor's principal residence. The notice shall be served within 180 days after the date on which the fees, expenses or charges are incurred, per Fed. R. Bankr. P. 3002.1(c).
- D. Mortgage creditors shall file and serve on the Trustee, debtor and debtor's counsel a notice of any change in the regular payment amount, including any change that results from an interest rate or escrow adjustment, no later than 21 days before a payment in the new amount is due, per Fed. R. Bankr. P. 3002.1(b).

E. Provision by secured creditors or their agents or attorneys of any of the notices, statements or other information provided in this section shall not be a violation of the 11 USC § 362 automatic stay or of privacy laws.

**XI. Certification:**

A. The debtor certifies that all post-petition Domestic Support Obligations have been paid in full on the date of this plan and will be paid in full at the time of the confirmation hearing. Debtor acknowledges that timely payment of such post-petition Domestic Support Obligations is a condition of plan confirmation pursuant to 11 USC § 1325(a)(8).

B. By signing this plan, the debtor and counsel representing the debtor certify that this plan does not alter the provisions of Local Bankruptcy Form 13-4, except as provided in Section XII below. Any revisions to the form plan not set forth in Section XII shall not be effective.

**XII. Additional Case-Specific Provisions:**

(a) Any refund to Debtor upon dismissal or discharge shall be disbursed through Debtor's counsel.

(b) After payments to the on-going mortgage payments provided that prior to disbursement of on-going mortgage payments, the trustee shall set aside \$2,240 to be paid to Debtor's counsel for pre-confirmation attorney fees upon confirmation.

(c) Debtor's personal liability on all secured claims is discharged upon completion of the plan.

(d) Trustee shall pay all available funds to mortgage arrears (which may be more than the periodic amount set forth above in paragraph IV.C.3) after payment of the on-going mortgage and administrative claims. Mortgage arrears shall be paid in full prior to any funds being paid to general unsecured claims. Monthly payments on the first mortgage arrears shall increase to \$510/mo and payments to the second mortgage arrears shall increase to \$120/mo starting in August 2018.

/s/ Travis A. Gagnier  
Travis A. Gagnier #26379  
Attorney for Debtor(s)

/s/ Frank Anthony DePiazza, 2224      September 19, 2017  
DEBTOR      Last 4 digits SS#      Date

September 19, 2017  
Date

/s/ Kara Abbott VanOosten, 9541      September 19, 2017  
DEBTOR      Last 4 digits SS#      Date

**PROOF OF SERVICE**

I declare under penalty of perjury under the laws of the State of Washington that I filed the original of the foregoing with the United States Bankruptcy Court at Seattle and served a true copy thereof to:

Judge Christopher M. Alston  
U.S. Bankruptcy Court

K. Michael Fitzgerald  
Chapter 13 Trustee

U.S. Trustee

via ECF, and to:

Debtors      All creditors on the attached mailing matrix

via U.S. first-class mail, postage pre-paid, on the 25<sup>th</sup> day of September 2017.

/s/ Jennifer Roberts  
Jennifer Roberts  
Sr. Paralegal

Label Matrix for local noticing  
0981-2  
Case 17-12597-CMA  
Western District of Washington  
Seattle  
Tue Sep 5 12:47:50 PDT 2017

AT & T  
PO BOX 6940  
The Lakes NV 88901-6940

CAPITAL ONE  
PO BOX 60599  
CITY OF INDUSTRY CA 91716-0599

Chase Mtg  
Po Box 24696  
Columbus OH 43224-0696

Citifinancia  
Attn: Bankruptcy  
605 Munn Dr  
Fort Mill SC 29715-8421

Frank Anthony DePiazza Jr  
8208 40th Ave NE  
Seattle, WA 98115-4931

K Michael Fitzgerald  
600 University St #2200  
Seattle, WA 98101-4152

J. CREW  
PO BOX 182273  
COLUMBUS OH 43218-2273

Metlife Home Loan  
334 Madison Ave  
Convent Station NJ 07960-6914

SWEDISH MEDICAL  
PO BOX 34191  
Seattle WA 98124-1191

ALASKA CASCADE FINANCIAL  
PO BOX 4162  
FEDERAL WAY WA 98063-4162

Audit And Adjustment  
20700 44th Ave West, Suite 100  
Lynnwood WA 98036-7752

CHASE  
PO BOX 94017  
Palatine IL 60094-4017

Citibank/Best Buy  
Citicorp/Centralized Bankruptcy  
Po Box 790040  
Saint Louis MO 63179-0040

Clear Recon Corp  
9311 SE 36th St, Ste 100  
Mercer Island WA 98040-3700

Diversified Consultant  
Dci  
Po Box 551268  
Jacksonville FL 32255-1268

Travis A. Gagnier  
Law Offices of Travis Gagnier, Inc., PS  
33507 9th Ave S Bldg F  
PO Box 3949  
Federal Way, WA 98063-3949

KING COUNTY TREASURY  
500 FOURTH AVE ROOM 600  
SEATTLE WA 98104-2387

NEIMAN MARCUS  
PO BOX 5235  
Carol Stream IL 60197-5235

Seterus Inc  
14523 Sw Millikan Way St  
Beavertton OR 97005-2352

ANN TAYLOR  
PO BOX 659705  
San Antonio TX 78265-9705

Bayview Financial Loan  
Attn: Customer Service Dept  
4425 Ponce De Leon Blvd  
5th Floor  
Miami FL 33146-1873

Chase Card  
Attn: Correspondence Dept  
Po Box 15298  
Wilmington DE 19850-5298

Citibank/The Home Depot  
Citicorp Cr Srvs/Centralized Bankruptcy  
Po Box 790040  
S Louis MO 63179-0040

Comenity Capital Bank/Paypal Credit  
c/o Weinstein & Riley, PS  
2001 Western Ave., Ste 400  
Seattle, WA 98121-3132

(p)FIRST HORIZON HOME LOANS  
6363 N STATE HWY 161  
SUITE 300  
IRVING TX 75038-2231

INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERTAT  
PO BOX 7346  
Philadelphia PA 19101-7346

Lesley Lueke  
Aldridge Pite LLP  
4375 Jutland Dr  
San Diego, CA 92117-3600

Olympic Collection I  
16040 Christensen Rd Ste 214  
Tukwila WA 98188-2966

US BankCorp  
Us Bank Bankruptcy Dept  
Po Box 5229  
Cincinnati OH 45201-5229

United States Trustee  
700 Stewart St Ste 5103  
Seattle, WA 98101-4438

Kara Abbot VanOosten  
8208 40th Ave NE  
Seattle, WA 98115-4931

Wells Fargo Bank N.A., dba Wells Fargo Deale  
PO Box 19657  
Irvine, CA 92623-9657

Wells Fargo Dealer Services  
Attn: Bankruptcy  
Po Box 19657  
Irvine CA 92623-9657

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

First Horizon Home Loans  
4000 Horizon Way  
Irving TX 75063

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Courtesy NEF

(u)Federal National Mortgage Association

(d)K Michael Fitzgerald  
600 University St #2200  
Seattle, WA 98101-4152

|                     |    |
|---------------------|----|
| End of Label Matrix |    |
| Mailable recipients | 33 |
| Bypassed recipients | 3  |
| Total               | 36 |